

Memorandum



Date: February 21, 2006

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Substitute
Agenda Item No. 8(K)(1)(A)

Subject: Resolution Authorizing the conveyance of land to the Miami-Dade Empowerment Trust, Inc. for the purpose of completing the development of the Melrose and Wynwood Infill Housing Projects

This agenda item is a substitute. It has been modified from the item approved by the CEER Committee to include affordability period requirements requested by the Committee.

RECOMMENDATION

It is recommended that the Board authorize the conveyance of four (4) parcels of land, from the Office of Community and Economic Development (OCED) to the Miami-Dade Empowerment Trust, Inc. (Trust). Upon receipt of the title to the properties, the Trust will ensure completion of two affordable housing units in Wynwood and initiate the construction of two affordable housing units in Melrose, under its public/private partnership with Rafael Hernandez Housing and Economic Development Corporation (RHHED) a non-profit community agency.

BACKGROUND

Wynwood Infill Housing Program

OCED owns two land parcels (Folios 01-3125-029-0260 and 01-3125-029-0220) with an aggregate square footage of 10,500, located in the Wynwood Empowerment Zone Area. These parcels were identified for the construction of single-family affordable housing units for the mostly elderly and low-income residents that populate this residential section of the Wynwood Empowerment Zone. RHHED began construction of single-family affordable housing units on each lot in March 2005. Construction was suspended in July 2005, when RHHED was advised by Trust management that title to the parcels, giving the Trust management authority to build on the lots, had not been granted to the Trust by OCED.

In July 2003, the Trust and RHHED negotiated a funding agreement in which the Trust agreed to provide RHHED with construction funding and, if available, building lots for the construction of housing which RHHED would sell to low and moderate income families (Exhibit A). The agreement did not create any form of joint-venture or partnership between the parties, nor did it establish any profit sharing relationship with respect to profits from the sale of the homes constructed. It was simply documentation of an understanding of the roles and responsibilities that each party would play in the joint construction of affordable housing.

The scope of services in the Agreement, a copy of which is attached as Attachment A, requires RHHED to market, build and sell single-family homes that are affordable to low-income individuals who wish to reside in Miami-Dade County's Wynwood area, giving priority to existing Wynwood residents. The original agreement, which expired on March 31, 2005 has been extended through December 31, 2006. A signed copy of the extension is attached [Attachment B]. It is anticipated however, because of the advanced state of construction, that the buildings will be completed in April 2006.

In September 2003, GSA transferred two lots in Wynwood, that were suitable for the development of small affordable homes to OCED. This action by GSA followed a request by OCED management, to identify county-owned lots in the Miami-Dade Empowerment Zone area that would be suitable for housing development. After identifying the referenced two lots, GSA conferred with Miami-Dade Housing Agency's Infill Housing Program to ensure that MDHA would have no objection to the Trust's use of these lots. In February 2003, MDHA released the two parcels from its Infill Housing Initiative to OCED.

Wynwood's present housing stock consists of 1920's bungalow-style homes and small apartment buildings. Many of these buildings are in disrepair. The Trust is looking for solutions to allow current Wynwood residents an opportunity to become homeowners within their neighborhood and therefore participate in the area's transition. In an effort to leverage OCED's contribution of the property, the Trust will invest, at minimum, \$150,000 to support this infill initiative with a particular emphasis on assisting current Wynwood Empowerment Zone residents.

RHHED is a non-profit community housing development organization (CHDO) and a community economic development corporation (CDC) that serves as an advocate and bridge on behalf of the local community's economic development needs, and the government. All buyers for this project have been identified and qualified by a commercial lender and the City of Miami Housing Department. All buyers have been approved along with the subsidy money for closing cost and mortgage assistance, as needed.

In March 2005, Trust management aware that the lots now owned by OCED were not yet transferred to the Trust, approved RHHED to proceed with development of the lots, based on assurances of OCED's Director that the lots would be transferred to the Trust prior to completion of construction. RHHED retained a general contractor, obtained building permits in December 2004 and commenced construction in March 2005. The Trust provided 75% of the financing plus the land for the two units, with the City of Miami funding the remaining 25%. The Trust's investment was derived from Empowerment Zone funds. There is no cap on median family income for these funds, however the Trust has instituted its own cap which is 120% of area median income.

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In June 2005, the Miami Dade Housing Agency (MDHA) made a request of OCED to utilize the referenced parcels in OCED's inventory as part of MDHA's Infill Housing Initiative. OCED, not having yet transferred the properties to the Trust, was in the process of acquiescing to MDHA's request, at which stage the Trust management became aware that title to the referenced parcels had not been transferred in its name, and the lots on which construction had already started, were about to be committed elsewhere. RHHED was then advised to halt construction.

RHHED meanwhile had entered into binding contracts with two low-income families for sale of the houses. The houses are now approximately 80% complete. The two approved buyers met the selection criteria established by the Wynwood Empowerment Zone Neighborhood Assembly, that qualified buyers as either meeting workforce housing requirements (120% or less of area median income), or are historic Wynwood residents. Consistent with the City of Miami's Buyer Assistance Program, from which 25% of the funding was received, the affordability period for these homes is 30 years.

The two purchasers are:

1. Marian Lainez, who qualifies at 86% of area median income, and is purchasing the home constructed at 108 NW 27th Street, for the amount of \$130,000 and,
2. Damian Cruz, who qualifies at 100% of area median income, and purchasing the home located at 160 NW 27th Street, for the amount of \$155,000.

The attached Sources and Uses of Funds (Exhibit B) for construction of the two houses, shows a net profit of \$89,545. This amount – more adequately described as a return of the Trusts' investment - will be deposited into the Trust revolving fund for the future construction of affordable units. The \$175,000 Return of Equity to RHHED, is comprised of their investment of \$130,000, plus a \$45,000 Developer's fee. RHHED's equity investment in the project was made from the company's own corporate funds. It is anticipated that completion of the two units could be accomplished with 60 to 90 days after approval of the transfer of title to the parcels.

To ensure that the homes constructed on the referenced parcels continue to be used as affordable housing for low or moderate income homebuyers, for an affordability period of at least thirty (30) years, the deed conveying the parcels to the Empowerment Zone Trust will stipulate, that if the property is sold by the initial homebuyer before thirty (30) years from the date of conveyance to the initial homebuyer, the seller shall reimburse:

- Miami-Dade County \$62,475, the fair market value of each property at the time of conveyance to the Empowerment Zone Trust (Attachment D).
- The Empowerment Zone Trust, Inc. \$30,283, its subsidy per home, to the construction cost of each home.

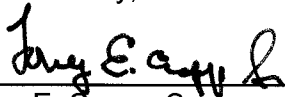
Melrose Infill Housing Program

The Office of Community and Economic Development (OCED) owns two land parcels (Folios 30-3128-011-2240 & 30-3128-011-1060) with an aggregate square footage of 13,650 located in the Melrose Empowerment Zone Area. Both lots are currently empty and are zoned for two-family units. Access to these lots would enable the Trust to launch a pilot economic development program. Under this program the Trust will construct two (2) new duplex units that will be marketed to low/middle income Empowerment Zone area families. This project will provide both housing and income opportunities for current Melrose Empowerment Zone residents. Melrose Neighborhood Assembly funds will be utilized to finance the construction. Trust management anticipates a complete financing package for construction of these two homes within the next three (3) months, with construction expected to begin within six (6) months.

Summary

OCED is requesting that all four (4) of the above-mentioned parcels in Wynwood and Melrose (Exhibit C), be conveyed to the Trust. The successful completion of both the Melrose and Wynwood Infill Housing Project both within the Empowerment Zone boundaries is critical, to the Trust's mission of producing thriving sustainable communities.

To ensure the County's and the Empowerment Zone Trust's interest, in the event the property is sold within the 30-year affordability period, the County, through the execution of a 2nd mortgage for the value of its subsidy, will retain a security interest in each of the four (4) properties.



Tony E. Crapp, Sr.,
Assistant County Manager

- Exhibits:
- A - Partnership Agreement
 - B - Source of Uses of Funds
 - C - Legal Description
 - D - County Deed
- Attachments:
- A - Scope of Services
 - B - Contract Extension
 - C - Approved Building Application
 - D - Property Appraisal



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: February 21, 2006

FROM: Murray A. Greenberg
County Attorney

A handwritten signature in black ink, appearing to read "Murray A. Greenberg", is written over the printed name of the County Attorney.

SUBJECT: Substitute
Agenda Item No. 8(K)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Substitute
Agenda Item No. 8(K)(1)(A)
02-21-06

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CONVEYANCE OF LAND FROM OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT TO THE MIAMI-DADE EMPOWERMENT TRUST, INC. FOR THE DEVELOPMENT AND SALE OF FOUR (4) AFFORDABLE HOUSING UNITS IN ACCORDANCE WITH FLORIDA STATUTE 125.38; AUTHORIZING THE COUNTY MANAGER TO EXECUTE AND ACCEPT ALL DOCUMENTS AND AGREEMENTS INCLUDING SECURITY INTEREST AND MORTGAGES NECESSARY TO EFFECTUATE THE REQUIREMENTS OF THE COVENANTS RUNNING WITH THE LAND IN THE ATTACHED DEED; AUTHORIZING THE COUNTY MANAGER TO EXECUTE ALL CONTRACTS, AGREEMENTS AND AMENDMENTS NECESSARY TO CARRY OUT THE ABOVE PROGRAMS; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the rising prices of new and existing housing in the Wynwood and Melrose neighborhoods has made homeownership impossible for historic residents of these areas; and

WHEREAS, immediately launching this initiative will enable the County to utilize these infill lots to support the provision of affordable housing ; and

WHEREAS, the land will be developed for the purposes of providing affordable housing,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board:

Section 1. Authorizes the conveyance of the land pursuant to Section 125.38, Florida Statutes, described in Exhibit "A" attached hereto and made part hereof, to the Miami-Dade Empowerment Trust, Inc. for the development of four (4) affordable housing units.

Section 2. Approves a County Deed to convey the land in substantially the form attached hereto and made part hereof as Exhibit "D", and authorizes the Mayor to execute same on behalf of Miami-Dade County.

Section 3. Directs the County Manager, the Director of the Office of Community and Economic Development, County Attorney, and Clerk of the Board to take whatever actions are necessary to effect and secure the conveyance of said land.

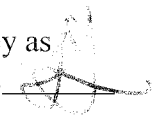
The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairperson,	
	Dennis C. Moss, Vice-Chairperson	
Bruno A. Barreiro		Jose "Pepe" Diaz
Audrey M. Edmonson		Carlos A. Gimenez
Sally A. Heyman		Barbara J. Jordan
Dorrian D. Rolle		Natacha Seijas
Katy Sorenson		Rebeca Sosa
Sen. Javier D. Souto		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of February, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

Thomas Goldstein

By: _____
Deputy Clerk

EXHIBIT "A"



MIAMI-DADE
Empowerment Trust, Inc.
Partnering for Progress

May 28, 2003

Janitza Torres-Kaplan
Executive Director
Rafeal Hernandez Housing & Economic Development Corp.
2400 N. Miami Avenue
Miami, Florida 33127

Dear Ms. Kaplan;

Congratulations! This letter is to inform you that RHHED, Corp. has been designated as the agency to build in-fill affordable housing in the Wynwood Empowerment Zone area. The attached resolution was passed allotting \$150,000 toward an infill-housing program to provide home ownership opportunities for current Wynwood's residents. Furthermore, we are currently in the process of securing five lots (see attached list), which will begin this process.

It is important to note that it is the Empowerment Trust's intention that these initial funds serve as a revolving funds for your agency to continue to invest in housing in the Wynwood Empowerment Zone Neighborhood. In order to ensure the long-term success of this we are asking your agency to seek matching funds, preferably from Miami-Dade County, and the City of Miami; financing from traditional financial institutions will be acceptable as matching funds as long as the fees do not permanently absorb any of the initial \$150,000.

We look forward to working with your agency on this project as it has been our past experience that your agency is truly committed to the community it serves.

Sincerely,

Aundra C. Wallace
Aundra C. Wallace
Vice President & Managing Director

Agenda Item No. 8.2.F.

RESOLUTION NO. 03-07-2003

RESOLUTION AUTHORIZING THE INVESTMENT OF
\$150,000.00 TO SUPPORT PREDEVELOPMENT
FOR AN INFILL HOUSING PROGRAM IN THE
WYNWOOD EMPOWERMENT ZONE AREA FROM THE
WYNWOOD PROJECT INVESTMENT FUND

Whereas, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is attached by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIAMI-DADE EMPOWERMENT TRUST, INC., that this Board ratifies the Staff's recommendation of One Hundred Fifty Thousand Dollars (\$150,000.00) for predevelopment for an infill housing program in the Wynwood Empowerment Zone area from the Wynwood Project Investment Fund; and authorizes the President/CEO to execute such contracts and agreements as are required by this body following their approval by the County Attorney's Office.

The foregoing resolution was offered by Astrid Mack (Reuben L. Davis' proxy), who moved its adoption. The motion was seconded by Luis De Rosa, and upon being put to a vote was as follows:

Fabio Alexander	yes	Raymundo Barrios	yes
Ed Bowe	yes	Tonnette Collier	absent
Willie Carpenter	yes	Luis De Rosa	yes
Reuben L. Davis	proxy	Gary Ferguson	yes
	yes		
T. Willard Fair	yes	Dr. W. Dean Goldsby, Sr.	yes
Sallye G. Jude	yes	Eleanore Kluger	yes
Marshall Glantz	absent	Emilio Lopez	yes

Agenda Item No. 8.2.F.

Page No. 2

Irby McKnight
Tim Williams


yes Gwendolyn Warren
absent

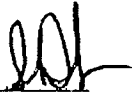
absent

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of March, 2003.

MIAMI-DADE EMPOWERMENT
TRUST, INC.
BY IT'S BOARD OF DIRECTORS

T. WILLARD FAIR, CHAIRMAN

By: 
Chairman

Approved by County Attorney as
to form and legal sufficiency. 

WYNWOOD INVESTMENT FUND

1. NAME OF APPLICANT: Miami-Dade Empowerment Trust, Inc. RE: Resolution #03-07-2003
PROJECT NAME: () Wynwood Infill Housing Program
2. PROJECT LOCATION: (Miami-Dade) Miami, FL (Wynwood EZ area)
3. PROJECT IS: () Expansion () New Business (X) Infill Housing Program
4. APPLICANT: (X) Non-Profit () For-Profit
5. PROJECT TYPE: Infill Housing OBJECTIVE: Predevelopment Activity
6. PROJECT COSTS:

Amount Requested:	\$150,000.00
Program Funding	\$150,000.00
7. FUNDER: Wynwood Investment Fund
8. MDET FUNDING: \$150,000.00 (Federal Funds)
9. TERMS: Not Applicable
10. DESCRIPTION OF PROJECT: Elderly and low-income residents mostly populate the residential section of the Wynwood Empowerment Zone. The present housing stock consists of 1920's bungalow-style homes and small apartment buildings. Many of these buildings are in disrepair. The real estate boom in the suburban areas of Miami-Dade County during the 1980s and 1990s had an unfortunate effect on Wynwood. As long-time residents of Wynwood bought new homes in the suburbs; many of the homes in Wynwood were left vacant and eventually demolished. This pattern of urban flight left the small residential area of the Wynwood Empowerment Zone with a patchwork of vacant lots where single-family homes used to stand.

The Empowerment Trust is looking for solutions to allow the Wynwood residents an opportunity to become homeowners within their neighborhood. To do so, the Trust needs to invest money to secure site control of property in the Wynwood Empowerment Zone area, engage an architect to design the buildings, and pay for other professional services that are incurred during the predevelopment process. Funding for this investment will come from the Wynwood Investment Fund.

WYNWOOD INVESTMENT FUND



MIAMI-DADE
Empowerment Trust
Partnering for Progress

MEMORANDUM

To: Board of Directors
Miami-Dade Empowerment Trust, Inc.

Date: March 27, 2003

From: Bryan K. Finnie, President/ ~~CEO~~ Subject: Resolution authorizing the investment of \$150,000 to support predevelopment for an Infill housing program in the Wynwood Empowerment Zone area from the Wynwood Investment Fund

Miami-Dade Empowerment Trust, Inc.

Recommendation

It is recommended that the Board adopt the attached Resolution, which authorizes an investment of \$150,000.00 to support predevelopment of an infill-housing program in the Wynwood Empowerment Zone area.

Background

Elderly and low-income residents mostly populate the residential section of the Wynwood Empowerment Zone. The present housing stock consists of 1920's bungalow-style homes and small apartment buildings. Many of these buildings are in disrepair. The real estate boom in the suburban areas of Miami-Dade County during the 1980s and 1990s had an unfortunate effect on Wynwood. As long-time residents of Wynwood bought new homes in the suburbs, many of the homes in Wynwood were left vacant and eventually demolished. This pattern of urban flight left the small residential area of the Wynwood Empowerment Zone with a patchwork of vacant lots where single-family homes used to stand.

The Empowerment Trust is looking for solutions to allow the Wynwood residents an opportunity to become homeowners within their neighborhood. While providing quality-housing stock in Wynwood, an affordable housing project could generate an income stream through sales that will sustain the expansion of the program within the Wynwood area. As recent years have proven, the Empowerment Trust cannot depend on federal, state and county government to fund their initiatives indefinitely. Therefore, projects that will both enhance the community and provide dedicated revenue streams must be pursued.

In order to develop opportunities in the Wynwood market, the Trust needs to invest money in the predevelopment phase of this project. This would include efforts to secure site control of properties in Wynwood, engage an architect to design the buildings and pay for other professional services that are incurred during the predevelopment process.

BKF:jmc

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MIAMI-DADE
Empowerment Trust, Inc.
Partnering for Progress

November 29, 2004

Janitza Kaplan
Executive Director
Rafael Hernandez Housing CDC
2400 N. Miami Avenue
Miami, FL 33127

Dear Ms. Kaplan:

Please accept this letter on behalf of the Miami-Dade Empowerment Trust, as evidence of our partnership between Miami-Dade Empowerment Trust, Inc. and Rafael Hernandez Housing CDC.

The Miami-Dade Empowerment Trust and the Miami-Dade Office of Community and Economic Development are currently in the possession of two land parcels (Folios 01-3125-029-0220 & 01-3125-029-0260) located in the Wynwood Empowerment Zone area. In partnership with Rafael Hernandez Housing CDC, the Trust will launch a pilot Economic Development program through which Rafael Hernandez Housing CDC will serve as the program coordinator. The program will construct two (2) new single families houses that will be marketed to low/middle income Wynwood Empowerment Zone residents.

The Miami-Dade Empowerment Trust and Rafael Hernandez Housing CDC have partnered in a commercial facade program both in Wynwood and in Melrose Empowerment Zone areas. Both of these projects have proven to be successful.

If you have any questions or need further assistance do not hesitate to contact Mr. Aundra Wallace, Vice President, or me at (305) 372-7620.

Thank you and I look forward to working with you on this very exciting partnership.

Sincerely,

Jacqueline Rodriguez
Project Manager

AGREEMENT

THIS AGREEMENT, made this 22 day of July 2003, by and between the Miami-Dade Empowerment Trust, Inc., a nonprofit organization (hereinafter referred to as the "Trust") having offices at 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137, and Rafael Hernandez Housing & Economic Development Corporation, organized and existing under the laws of the State of Florida, (hereinafter referred to as "the Recipient"), having its office at 2400 N. Miami Avenue, Miami Florida, 33127

WHEREAS, on March 27, 2003, the Trust Board of Director passed Resolution # 03-07-2003, authorizing the approval of One Hundred Fifty Thousand Dollar (\$150,000.00) investment, and the execution of an agreement between the Recipient and the Trust, to market, build and sell single family homes that are affordable to low-income individual who wish to reside in Miami-Dade County's Wynwood area giving priority to already residents in the Wynwood area; and

WHEREAS, the Trust desires to procure from the Recipient such services hereinafter referred to as the Scope of Services, in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. **SCOPE OF SERVICES.** The Recipient agrees to render services in accordance with the Scope of Services incorporated herein attached hereto as Attachment A.

II. **EFFECTIVE TERM AND EXTENSIONS.** Both parties agree that the effective term of this Agreement shall be April 1, 2003 to March 31, 2005 or for two years from the date of execution of this agreement. Any request for an extension shall be in writing and shall be subject to the same terms and conditions set forth in the initial Agreement.

III. **TERMINATION BY EITHER PARTY.** Both parties agree that either party may terminate this Agreement hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The Chief Executive Officer of the Trust is authorized to terminate this Agreement on behalf of the Trust's Board of Directors. If the Trust chooses to exercise this termination right, the Recipient shall be paid all reasonable and legitimate expenses incurred up to receipt of said termination notice.

IV. **AMOUNT PAYABLE.** Subject to availability of funds, the maximum amount payable for services rendered under this Agreement for the two years, shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00), to purchase equipment and inventory. The Trust shall provide the Recipient with funds in the amount of \$150,000.00 (the "Funds"), which will be expended consistent with the Scope of Services. Reimbursement will be made on a reimbursement basis, upon the completion of stated tasks. Both parties agree that should available Trust funding be reduced, the amount payable under this Agreement may be proportionately reduced at the option of the Trust.

V. **PAYMENT PROCEDURES.** The Trust agrees to pay the Recipient for services rendered under this Agreement based on reimbursements, which is incorporated in the Scope of

Services. Payment shall be made in accordance with procedures outlined below. Reimbursements will be processed on the 1st or on the 15th of the month.

A. Reimbursement and Advance Payment. The parties agree that this is a reimbursement basis Agreement and that the Recipient shall be paid through reimbursement payment based on the Scope of Service approved under this Agreement, and when documentation of services is provided. An advance of up to fifteen percent (15%) of the total amount payable under this Agreement may be paid to the Recipient in one lump sum if approved in writing by the Trust. The Recipient's request for advance payment in this manner must be submitted in writing and must specify the reasons and justifications for such payment. It need not be accompanied by a detailed expenditure report. The Trust shall have the sole discretion in choosing whether or not to provide any advance payments and is not obligated to do so under any circumstances. The Recipient shall limit its request for an advance to once during the term of this Agreement.

B. No Payment of Sub-Contractors. In no event shall Trust funds be advanced directly to any sub-contractors hereunder. If this Agreement involves the expenditure of \$50,000 or more by the Trust and the Recipient intends to use sub-contractors to provide the services listed in the Scope of Services, the Recipient shall provide the names of the sub-contractors on the form provided (Attachment G). The Recipient agrees that it will not change or substitute sub-contractor from those listed in Attachment G without prior written approval of the Trust. The parties agree that no assignment or sub-contract will be made or let in connection with this Agreement without the prior written approval of the Trust, which shall not be unreasonably withheld, and that all sub-contractors and assignees shall be governed by the terms and conditions of this Agreement.

C. Final Request for Payment. A final request for payment from the Recipient will be accepted by the Trust up to sixty (60) days after the expiration of this Agreement. If the Recipient fails to comply, all rights to payment shall be forfeited.

D. Processing the Request for Payment. After the Trust reviews and approves the payment request, the Trust will submit a check request to the Miami-Dade County's Finance Department. The County's Finance Department will issue and mail the check directly to the Recipient at the address listed on page one (1) of this Agreement, unless otherwise directed by the Recipient in writing. The parties agree that the processing of a payment request from date of submission shall take a minimum of seven (7) days and a **maximum of thirty (30) days** from receipt, if supporting documentation/invoices are properly documented. If supporting documentation/invoices are not acceptable to the Trust, the Trust shall notify the Recipient within seven (7) days of receipt of the payment request. It is the responsibility of the Recipient to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the Trust.

E. Final Report/Recapture of Funds. Upon the expiration or termination of this Agreement, the Recipient shall submit a final report to the Trust no more than thirty (30) days after the expiration or termination of this Agreement. If after receipt of such final report, the Trust determines that the Recipient has been paid funds not in accordance with the Agreement, and to which it is not entitled, the Recipient shall return such funds to the Trust or submit appropriate documentation. The Trust shall have the sole discretion in determining if the Recipient is entitled to such funds and the Trust's decision on this matter shall be binding.

Additionally, any unexpended or unallocated funds shall be recaptured by the Trust. Funds that have been properly obligated by the end of the funding period will have 90 days in which to be liquidated (expended). Any funds not liquidated at the end of the 90-day period will lapse and revert to the Trust.

VI. INDEMNIFICATION BY PROVIDER. The Recipient shall indemnify and hold harmless the Trust and the County and its officers, employees, agents and instrumentalities from any and all claims, liability, losses and causes of actions to the extent arising out of any negligent act, error or omission of the Recipient, or its principals, employees and/or agents, incidental to the performance of the Recipient's Scope of Services under this Agreement; and to the extent of any such claim, liability, loss or cause of action, the Recipient shall pay all such claims and losses and costs and judgments which may issue thereon, as well as attorney's fees incurred.

VII. PROOF OF LICENSURE AND CERTIFICATION. If the Recipient is required by the State of Florida or the Trust to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services, the Recipient shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes. If the Recipient fails to furnish the Trust with the licenses or certificates required under this Section, the Trust shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

VIII. NOTICES. It is understood and agreed between the parties that written notice addressed to the Trust and mailed or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to the Recipient and mailed or delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient notice to either party.

IX. AUTONOMY. Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Recipient is only a Recipient of funding support and is not an agent or instrumentality of the Trust or Miami-Dade County. Furthermore, the Recipient, agents and employees are not agents or employees of the Trust.

X. BREACH OF AGREEMENT: TRUST REMEDIES.

A. Breach. A breach by the Recipient shall have occurred under this Agreement if: (1) the Recipient fails to provide the services outlined in the Scope of Services within the effective term of this Agreement; (2) the Recipient ineffectively or improperly uses the Trust funds allocated under this Agreement; (3) the Recipient fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Recipient does not submit or submits incomplete or incorrect required reports; (5) the Recipient attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (6) the Recipient fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (7) the Recipient fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. Trust Remedies. If the Recipient breaches this Agreement, the Trust may pursue any or all of the following remedies:

1. The Trust may terminate this Agreement by giving written notice to THE RECIPIENT of such termination and specifying the effective date thereof at least five (5) working days before the effective date of termination. In the event of termination, the Trust may: (a) seek reimbursement of Trust funds allocated to the Recipient under this Agreement; and (b) terminate or cancel any other contracts entered into between the Trust and the Recipient. The Recipient shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The Trust may suspend payment in whole or in part under this Agreement by providing written notice to the Recipient of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the Trust shall specify in writing the actions that must be taken by the Recipient as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The Trust may also suspend any payments in whole or in part under any other contracts entered into between the Trust and the Recipient; the Recipient shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The Trust may seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. The Recipient shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. If, for any reason The Recipient should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the Trust shall, whenever practicable, terminate this Agreement by giving written notice to the Recipient of such termination and specifying the effective date thereof at least five (5) working days before the effective date of such termination. The Trust may terminate or cancel any other contracts which such individual or entity has with the Trust. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity that attempts to meet its contractual obligations with the Trust through fraud, misrepresentation or material misstatement may be debarred from Trust contracting for up to five (5) years;

5. The Chief Executive Officer of the Trust is authorized to terminate this Agreement on behalf of the Trust's Board of Directors.

C. Damages Sustained. Notwithstanding the above, the Recipient shall not be relieved of liability to the Trust for damages sustained by the Trust by virtue of any breach of the Agreement, and the Trust may withhold any payments to the Recipient until such time as the exact amount of damages due the Trust is determined. The Trust may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Recipient shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

X. PROCUREMENT

1. Definitions

- a. Real Property: Land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
- b. Personal Property: Personal property of any kind except real property.
 - i. Tangible: All personal property having physical existence
 - ii. Intangible: All personal property having no physical existence such as patents, inventions and copyrights.
- c. Nonexpendable Personal Property: Tangible personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
- d. Expendable Personal Property: All tangible personal property other than nonexpendable property.

2. The Contractor shall comply with the real property requirements as stated below:

- a) Any real property under the Contractor's control that was acquired or improved in whole or in part with HUD funds received from the Trust in excess of \$25,000 shall be disposed of, at the expiration or termination of this contract, in accordance with instructions from the Trust.
- b) All real property purchased in whole or in part with funds from this and previous contracts with the Trust or transferred to the Contractor after being purchased in whole or in part with funds from the Trust, shall be listed in the property records of the Contractor and shall include a legal description; size; market value; present condition; address or location; owner's name if different from the Contractor; information on the transfer or disposition of the property; and map indicating whether property is in parcels, lots, or blocks and showing adjacent streets and roads. The property records shall describe the programmatic purpose for which the property was acquired and identify the HUD objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the HUD objective that will be met.
- c) All real property shall be inventoried by the Contractor, an inventory report shall be submitted to the Trust, and should include the elements listed above.

3. The Contractor shall comply with the nonexpendable personal property requirement as stated below:

- a) All real property purchased in whole or in part with funds from this and previous contracts with the Trust or transferred to the Contractor after being purchased in whole or in part with funds from the Trust, shall be listed in the property records of the Contractor and shall include a description of the property; location; model number; manufacturer's serial number; date of acquisition; funding source; unit cost at the time of acquisition; present market value; property inventory number; information on its condition; and information on transfer, replacement or disposition of the property.
- b) All nonexpendable personal property purchased in whole or in part with funds from this and previous contracts with the Trust shall be inventoried by the Contractor and an inventory report shall be submitted to the Trust, and should include the elements listed above.

- c) Title (ownership) to all nonexpendable personal property purchased in whole or in part with funds given to the Contractor pursuant to the terms of this contract shall vest in HUD and the Trust.
4. The Contractor shall obtain prior written approval from the Trust for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the Contractor or subcontractors pursuant to the terms of this contract. The Contractor shall dispose of all such property in accordance with instructions from the Trust. Those instructions may require the return of all such property to the Trust.
5. Procurement: The Contractor must take affirmative steps to procure supplies, equipment, construction, or services to fulfill this contract from minority and women's businesses, and to provide these sources the maximum feasible opportunity to compete for subcontracts to be procured pursuant to this contract. To the maximum extent feasible, these businesses shall be located in or owned by residents of the Federal Empowerment Zone area designated by HUD in the Empowerment Zone application approved by the supervising federal agency.

The Contractor shall assure that all subcontracts or third party agreements contain provisions with stated goals that low income residents from the Miami Dade County Empowerment Zone areas be provided with opportunities for employment and training in contracted activities.

XI. REVERSION OF ASSETS

The Contractor shall return to the Trust, the assets owned or held as a result of this contract, including, but not limited to any funds on hand, any accounts expiration or termination of this contract, all receivable attributable to these funds, mortgages, notes and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this contract that were disbursed to the Contractor by the Trust. The Contractor shall, within thirty days of expiration or termination of this contract, execute any and all documents as required by the Trust to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the Contractor prior to the expiration or termination of this contract shall be retained by the Trust.

XII. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.

A. Accounting Records. The Recipient shall keep records with bills and invoices sufficient for pre and post audit. The Recipient will retain all such records for not less than one (1) year beyond the term of this Agreement.

B. Access to Records: Audit. The Recipient understands that it may be subject to an audit. THE RECIPIENT shall provide access to all of its records that relate to this Agreement at its place of business during regular business hours. The Recipient agrees to provide such assistance as may be necessary to facilitate their review or audit by the Trust to insure compliance. The Trust reserves the right to unilaterally cancel this Agreement for refusal by The Recipient to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

C. Monitoring: Management Evaluation and Performance Review. The Recipient agrees to permit the Trust, and or other authorized personnel to evaluate the program that is the subject of this Agreement. The Trust shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. The Recipient shall permit any of these entities to conduct site visits, student/client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the Trust's findings will be delivered to the Recipient, and the Recipient will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the Trust may suspend payments or terminate this Agreement. Continuation of this Agreement or future funding is dependent upon satisfactory evaluation conclusions.

D. Disputes. In the event an unresolved dispute exists between the Recipient and the Trust, the Trust shall refer the questions, including the views of all interested parties and the recommendation of the Trust, to the Trust's Board of Directors for determination. The Board will issue a determination within thirty (30) calendar days of receipt and so advise the Trust and the Recipient or in the event additional time is necessary, the Trust will notify the Recipient within the thirty (30) day period that additional time is necessary. The Recipient agrees that the Board of Directors' determination shall be final and binding on all parties.

XIII. MISCELLANEOUS.

A. Publicity. It is understood and agreed between the parties hereto that the Miami-Dade Empowerment Trust, Inc., funds the Recipient with County funds. Further, by the acceptance of these funds, the Recipient agrees that events funded by this Agreement shall recognize the Trust as a funding source. The Recipient shall ensure that all publicity, public relations, advertisements and signs recognizes the Trust for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationary. All signs to be posted that relate to the Trust activities must have prior approval and must meet the standard specifications as established by the Trust. The use of the official Trust logo is permissible. The Recipient shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that funding is with Miami-Dade County's general revenue funds, and the percentage of the program financed with these funds.

B. Publication or Printing of Reports. Before publication or printing of a final draft of any report required under or pertaining to this agreement, the Recipient shall submit the report to the Trust for its review and comment. All such reports published or printed by the Recipient shall include the following language:

- a. Points of view, opinions, and conclusions expressed in this report are those of the Recipient and do not necessarily represent the official position or policies of the Trust, Miami-Dade County, the State of Florida, the U.S. Department of Justice, and or any other agency of the state or federal government.

C. Agreement Guidelines. The Recipient agrees to comply with all applicable federal, state and local laws, rules, regulations and Trust rules and policies, which are incorporated herein by reference or fully set forth herein. This Agreement shall be interpreted according to the laws of the State of Florida and proper venue for this Agreement shall be Miami-Dade County, Florida.

D. Modifications. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement. The Trust and the Recipient mutually agree that modification of the Scope of Services, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be negotiated as a written amendment to this Agreement between the parties. The Chief Executive Officer of the Trust is authorized to make modifications to this Agreement as described herein on behalf of the Trust's Board of Directors.

E. Totality of Agreement/Severability of Provisions. This nine (9) page Agreement with its attachments contain all the terms and conditions agreed upon by the parties. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties have caused this nine (9) page contract to be executed by their undersigned officials as duly authorized, this _____ day of _____ 2003.

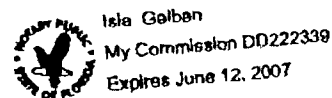
THE SERVICE PROVIDER:
RAFAEL HERNANDEZ HOUSING & ECONOMIC DEVELOPMENT

BY: [Signature]
NAME: Janitza T. Kaplan
TITLE: Executive Director
DATE: 7/22/03

Sworn to and subscribed
before me this 22 day
of July, 2003.

[Signature]
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)



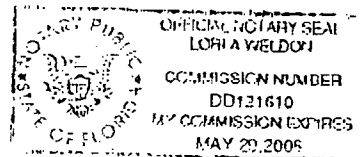
GRANTOR:
MIAMI-DADE EMPOWERMENT TRUST, INC.

BY: [Signature]
NAME: Aundra Wallace
TITLE: Vice President/ Managing Director
DATE: 7/7/03

Sworn to and subscribed
before me this 7 day
of July, 2003.

[Signature]
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)



Rafael Hernandez - Wynwood Infill Housing - 2 Units

Sources and Uses of Funds

SOURCES OF FUNDS

Sale of House at 160 NW 27th St	155,000.00	
Sale of House at 108 NW 27th St	130,000.00	
Empowerment Trust (grant)	150,000.00	
RHHED, Corp (equity contribution)	175,000.00	
TOTAL SOURCE OF FUNDS		610,000

USES OF FUNDS

LAND COST (donated by Miami-Dade County) 0

HARD COSTS

General Conditions	28,581.60
Site Work	11,318.40
Concrete Work	21,427.20
Masonry	10,440.00
Metals	2,640.00
Carpentry	46,150.00
Moisture Protection	9,720.00
Door/Win/Glass	10,260.00
Finishes	28,510.00
Equipment Arch.	1,932.00
Furnishings	3,360.00
Mechanical	15,430.00
Electrical	11,530.00
Subtotal	201,299.20

HARD COST RESERVES AND FEES

GC Fee 6%	12,812.30
Reserves HC 4%	8,051.96
Overhead 4%	9,054.02
Security 2%	4,708.10
Subtotal	34,626.38

TOTAL HARD COST (before retainage) 235,926

SOFT COST

Appraisal Fee (Pre-Paid)	6,400.00
Architect Fee-Design	12,000.00
Permits & Impact Fees	11,000.00
Engineering Fee-Plan & Cost Review	4,000.00
Survey	5,000.00
Insurance Fees	6,000.00
Legal & Title Fees	10,000.00
Real Estate Tax	3,000.00
Utility Connection Fees	2,000.00
Miscellaneous Expenses	2,000.00
Soft Cost Contingency (5%)	3,070.00
Developer Fee 15%	45,059.34

TOTAL SOFT COST 109,529

TOTAL USE OF FUNDS

345,455

GROSS PROFIT

264,545

LESS RETURN OF EQUITY (to RHHED, Inc.)

175,000.00

NET PROFIT-LOSS

89,545

EXHIBIT "C"

Folio	Legal Description
01-3125-029-0260	DONMOORE VILLA AMD PL PB 6-7 LOT 8 BLK 2 LOT SIZE 50.000 X 105 OR 19276-4592 0900 3
01-3125-029-0220	25 53 41 DONMOORE VILLA AMD PL PB 6-7 LOT 2 BLK 2 LOT SIZE 50.000 X 105 OR 20332-3852 0302 3
30-3128-011-2240	MELROSE HGTS 3RD SEC PB 13-18 LOT 14 BLK 31 LOT SIZE 50.000 X 138
30-3128-011-1060	MELROSE HGTS 3RD SEC PB 13-18 PARCEL 07-36-01 A/K/A LOT 2 BLK 24 LOT SIZE 50.000 X 135 OR 14083-3104 0489 3

Exhibit "D"

This instrument prepared by:
Miami-Dade Office of Community
and Economic Development
140 West Flagler Street, Suite 1100
Miami, Florida 33130

COUNTY DEED

THIS DEED, made this ____ day of _____, 2005, by MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called the "County," and the MIAMI-DADE EMPOWERMENT TRUST, INC., a 501(c)3 Not For Profit Corporation recognized in the State of Florida having an address of 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137, hereinafter called the "Developer."

WITNESS THAT: The County, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid by the Developer, receipt of which is hereby acknowledged, does hereby grant, remise, release and quit-claim unto the Developer, its successors and assigns, all right, title, interest, claim and demand which the County has in and to the following described real property lying and being in Miami-Dade County, Florida described below (the "Property"):

See Exhibit "A" Legal Description Attached Hereto;

TO HAVE AND TO HOLD the Property together with all appurtenances thereto and all estate, right, title, interest, lien, equity and claim whatsoever of the County, either in law or equity, to the only proper use, benefit and behalf of the Developer, its successors and assigns, forever. This Deed conveys only the interests of Miami-Dade County and its Board of County Commissioners in the Property described herein, and shall not warrant title thereto.

SUBJECT TO: Each lot that is being conveyed by this instrument to the Developer is made subject to the following covenants, which covenants shall be binding upon the Developer and all successors and assigns of Developer that acquire title to the lot, but only until such time

as an affordable housing unit has been completed upon such lot, a certificate of completion has been issued, fee simple title to the lot has been conveyed to a third party purchaser who the County has determined meets the eligibility criteria of low to moderate-income for affordable housing, and the County has provided a release of the lot from these covenants that has been recorded in the public records of Miami-Dade County, Florida.

- A. The Developer shall construct, or cause to be constructed, upon each lot that comprises the Property, an affordable housing unit in accordance with guidelines and procedures approved by the County, together with the required infrastructure improvements approved by the County (collectively, the "Improvements"). The Developer will commence work on the Improvements not later than the 30th day of July, 2005, and shall complete the Improvements by the 30th day of September, 2008.
- B. Promptly after completion of the Improvements with respect to a particular lot in accordance with the plans and specifications approved by the County and the provisions of this instrument, the County shall furnish the Developer a release releasing the lot from the covenants set forth in paragraphs A-F hereof. Such release shall be recorded in the public records of Miami-Dade County, Florida and shall constitute evidence that these covenants have been complied with and no longer apply to the particular property identified therein.
- C. The Developer shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon or on any part thereof (including any lot within the Property); and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the County, its successors and assigns, and any successor in interest to the Property or any part thereof. The County shall have the right in the event of any breach of any such covenants, to exercise all of its rights and remedies; and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

- D. The Developer shall pay the real estate taxes or assessments on the Property when due.
- E. The Developer shall not suffer any levy or attachment to be made, or any construction or mechanic's lien, or any unauthorized encumbrance or lien to attach to the Property, except that the Developer shall be permitted to grant mortgages in favor of Institutional Lenders for the purpose of financing hard costs and soft costs relating to the construction of the Improvements, provided the aggregate amount of such mortgages does not exceed the value of the Improvements encumbered thereby as determined by a licensed appraiser, and to refinance any such mortgage(s). The recordation with the mortgage of a statement of value by a licensed appraiser who is a member of the American Institute of Real Estate Appraisers ("MAI") (or similar or successor organization) stating that the value of the Improvements is equal to or greater than the amount of such mortgage(s), shall constitute conclusive evidence that the mortgage meets the requirements of this paragraph E. For purposes of this paragraph E, an "Institutional Lender" shall mean any bank, savings and loan association, insurance company, foundation or charitable entity, real estate or mortgage investment trust, pension fund, the Federal National Mortgage Association, agency of the United States Government or other governmental agency and shall also be deemed to include Miami-Dade County and its successors and assigns.
- F. Developer shall not transfer the Property or any part thereof without the prior written consent of the County, and shall not change the ownership or distribution of the ownership interests of the Developer or the identity of the parties in control of the Developer or the degree thereof without the prior written consent of the County, except for transfer of the Property to Rafael Hernandez Housing, Inc a 501(c)3 Not For Profit Corporation recognized in the State of Florida, and except for transfer of individual lots to third party purchasers after an affordable housing unit has been constructed thereon.

In the event the Developer shall violate or otherwise fail to comply with any of the covenants set forth herein, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If Developer fails to remedy the default within ninety (90) days, the County shall have the right to re-enter and take possession of the property and to terminate (and revert in the County), the estate conveyed by this Deed to the Developer, provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

COVENANT RUNNING WITH THE LAND: Once this property is developed and sold at a price, which meets the criteria of affordable housing, to a third party purchaser who meets the definition for low and moderate income under applicable U.S. Department of Housing and Urban Development criteria in 24 CFR 570.3, the property shall remain as affordable housing for a period of no less than thirty (30) years from the date of sale, and this language shall be included in any deed conveying the property to said third party. In the event the initial purchaser shall sell the property before the expiration of thirty (30) years, then the County shall recover the value of all the subsidies that were provided to the initial purchaser.

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of said Board, the day and year aforesaid.

:

Miami-Dade County, Florida
By its Board of County Commissioners

By: _____

Printed Name of Signatory
Stephen P. Clark Center
111 N.W. 1st Street, Suite 230
Miami, Florida 33128

ATTEST:

Harvey Ruvin, Clerk of Circuit Court

By: _____
Deputy Clerk Signature

By: _____
Deputy Clerk Printed Signature
Stephen P. Clark Center
111 N.W. 1st Street, Suite 210
Miami, Florida 33128

ACKNOWLEDGMENT

STATE OF FLORIDA:
COUNTY OF MIAMI DADE:

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____, as the _____.

He/she is personally known to me or has produced _____ as identification and did not take an oath.

Notary Public, State of Florida at Large

Printed Signature of Notary

My Commission Expires: _____

ATTACHMENT A

Rafael Hernandez Housing & Economic Development Corporation

FY 2004

Housing Program - Soft Cost and Construction

Scope of Services

Project Title: Wynwood Empowerment Zone's Infill Housing Program

Description: To market, build and sell single-family homes that are affordable to low-income individuals who wish to reside in Miami-Dade County's Wynwood area giving priority to already residents in Wynwood.

With the expertise of our for-profit housing contractors, the sponsorship of the Empowerment Zone and other local governments, we will build new homes in the area of Wynwood. The success of this project is contingent on obtaining donated buildable land and leveraging Empowerment Trust dollars earmarked for this program (\$150,000), via other government grant and bank loan construction dollars.

The homes in this project will be marketed to individuals below 80% of the median income, and who are currently Wynwood residents. We estimate that the homes will be sold for approximately \$112,000 with government subsidy money. The homes will be approximately 1340 sq. ft.; three bedroom, two bath homes with basic appliances (stove, refrigerator, central air conditioner/heater and storm shutters).

Our agency's intentions are to help insure that residents of Wynwood have the first choice of the homes built under this program. The purpose of this initiative is to help long time residents of Wynwood own in their neighborhood before all the expected major development in this area makes it cost prohibitive to own for these residents in the future. This project will address the vacant lots in this area which are currently used as illegal dump sites and keep the property values on the area down.

We intend to build homes on all available lots in the area. It is our intent to create a construction fund that will allow us to continue to offset the cost of building new homes in the area. The initial phase of this project will include three homes in the Wynwood Empowerment Zone area.

Accomplishments: Our agency is currently involved in the construction of four new homes in the area of Wynwood and East Allapattah with the assistance of the City of Miami. Our housing "for-profit" Partner, Wind & Rain has extensive experience in building affordable housing in Coconut Grove and together we intend to increase the quality and quantity of single family housing units in the Wynwood Empowerment Zone Area.

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ATTACHMENT B

AGREEMENT EXTENSION

THIS AGREEMENT EXTENSION TO THE ORIGINAL AGREEMENT, made this 1 day of April, 2005, by and between the Miami-Dade Empowerment Trust, Inc., a nonprofit organization (hereinafter referred to as the "Trust") having offices at 3050 Biscayne Blvd. Suite 300, Miami, Florida 33137, and Rafael Hernandez Housing and Economic Development Corporation, organized and existing under the laws of the State of Florida, (hereinafter referred to as "Rafael Hernandez CDC"), having its office at 2400 N. Miami Avenue, Miami Florida 33127.

WHEREAS, as on March 27, 2003, the Trust Board of Directors passed Resolution # 03-07-2003, authorizing the approval of One Hundred Fifty Thousand Dollars (\$150,000.00), and the execution of an Agreement between RHHED and the Trust, to market, build and sell single-family homes that are affordable to low-income individuals who wish to reside in Miami-Dade County's Wynwood area giving priority to already residents in the Wynwood area; and

WHEREAS, the Trust desires to procure from RHHED such services hereinafter referred to as the Scope of Services, (Attachment A) in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES. Rafael Hernandez CDC agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

II. EFFECTIVE TERM AND EXTENSIONS. Both parties agree that the effective term of this Agreement Extension shall be April 1, 2003 to December 31, 2006. Any request for an additional extension period shall be in writing and shall be subject to the same terms and conditions set forth in the initial Agreement.

III. TERMINATION BY EITHER PARTY. Both parties agree that either party may terminate this Agreement hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The Chief Executive Officer of the Trust is authorized to terminate this Agreement on behalf of the Trust's Board of Directors. If the Trust chooses to exercise this termination right, Rafael Hernandez CDC shall be paid all reasonable and legitimate expenses incurred up to receipt of said termination notice.

IV. AMOUNT PAYABLE. Subject to availability of funds, the maximum amount payable for services rendered under this Agreement shall not exceed One Hundred Fifty

IV. AMOUNT PAYABLE. Subject to availability of funds, the maximum amount payable for services rendered under this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000). Both parties agree that should available Trust funding be reduced, the amount payable under this Agreement may be proportionately reduced at the option of the Trust.

V. TOTALITY OF AGREEMENT/SEVERABILITY OF PROVISIONS. This three (3) page Agreement extension with its attachments contain all the terms and conditions agreed upon by the parties. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Attachment A: Scope of Services
Attachment B: Agreement Budget
Attachment C: Copy of original Agreement

IN WITNESS WHEREOF, the parties have caused this three (3)-page extension Agreement to be executed by their undersigned officials as duly authorized, this 1 day of April 2005.

THE SERVICE PROVIDER:

RAFAEL HERNANDEZ HOUSING AND ECONOMIC
DEVELOPMENT CORPORATION
(RAFAEL HERNANDEZ CDC)

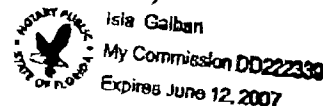
BY: Junitza T. KaplanNAME: Junitza T. KaplanTITLE: Executive DirectorDATE: 4/1/05

Sworn to and subscribed
before me this 1 day of

April 2005.

(Signature of Notary Public - State of Florida)

(NOTARY SEAL)

**GRANTOR:**

MIAMI-DADE EMPOWERMENT TRUST, INC.

BY: Aundra C. WallaceNAME: Aundra C. WallaceTITLE: V.P. / Managing Director

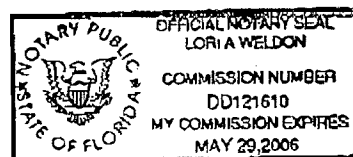
DATE: _____


Sworn to and subscribed
before me this 12 day of

April 2005

(Signature of Notary Public - State of Florida)

(NOTARY SEAL)



 <div style="text-align: center;"> City of Miami BUILDING AND ZONING PERMIT FORM </div>				
Permit No: 04-5025502		Permit Type: BUILDING		
Owner/Lessee Name: RACAFEL HERNANDEZ HOUSIN		Contractor: DEVON CONSTRUCTION INC		
Qualifier's Name: BENITEZ YSMAEL M		Certification/Registration No: DGC013322		
Owner/Lessee Address: 2400 N MIAMI AVE MIAMI FL		Legal Description: DONMOORE VILLA AMD PI LOT 8 LOT SIZE 50.000 : OR 19278-4582 0900 3		
Contractor's Address: 141 GRAND AVE CORAL GABLES, FL, 33133		Phone No: 305-593-0982		
Engineer:		Architect:		
Job Address: 160 NW 27 ST				
Prop. Building Type:		Prop. Group Occupancy:		
Prop. Building Ht: 23		Primary Zone: R-3		
Job Description: NEW CONSTRUCTION/SFR				
APPROVED BY		DATE		
CONDITIONS OF APPROVAL				
BLDG RC 12/09/04 ELEC LA 12/07/04 IF DEF 12/23/04 MAIR PMD 12/09/04 PLMB JT 12/07/04 PW SS 08/26/04 STRU MVL 12/01/04 ZONE CAH 12/14/04				
Threshold Inspector:		Job Name: 0329		
Certificates Required: <input type="checkbox"/> C.O. <input type="checkbox"/> C.C. <input type="checkbox"/> C.U.		Estimated Cost: \$90,000		
MASTER PERMIT NO.				
FEE DESCRIPTION		UNIT TYPE	UNITS	FEE
DCA SURCHARGE (NEW/FT)		FEET	1,200.0000	6.00
CERTIFICATE OF OCCUPANCY			1.0000	100.00
BLDG. CODE ADM. (NEW/FT)		FEET	1,200.0000	6.00
ENERGY CONSERVATION (NEW/FT)		FEET	1,200.0000	120.00
APPLICATION FEE			1.0000	35.00
NEW CONSTRUCTION/ADDITION		FEET	1,200.0000	180.00
ADMINISTRATIVE FEE			1.0000	3.00
SOLID WASTE SURCHARGE		DOLLARS	90,000.0000	180.00
DADE CO. CODES COMPL. (NEW/FT)		DOLLARS	78,000.0000	46.80
P/W. PLANS REVIEW FEES			1.0000	25.00
LANDSCAPE		TREE	2.0000	20.00
LANDSCAPE		SQ. FT.	4,170.0000	100.00
RE-REVIEW PLANS FEE/ELECT		DOLLARS	1.0000	50.00
LAND USE REVIEW/ZONING		SQ. FT.	6,500.0000	58.50
ZONING REVIEW FEE-ORD. 11077			1.0000	100.00
TOTAL FEES				1,030.30
CHK NO. 1018				1,030.30
CREDIT CARD				0.00
CASH				0.00
TOTAL PAID				1,030.30
TOTAL DUE				0.00
General Conditions: 1. Permit expires if construction is not begun within 180 days, or as required with applicable Codes. 2. Contact each section (building, electrical, mechanical, plumbing, elevator and zoning) for required inspections. 3. Approved plans and notice of commencement must be on the job with permit posted before inspections will be performed. 4. Reinspection fees will be charged if work is not approved or not ready when called for, or if approved plans are not on job site at time of inspections. 5. Obtain Certificates from department when required, before occupying completed building. PLEASE NOTE: Failure to comply with mechanics lien law can result in the property owner paying twice for building improvements.				
D BZ15 413 Rev. 7/04 Distribution: Original - Department Section File; Copy - Applicant's Copy.				

CITY OF MIAMI
 444 S.W. 2nd Ave.
 MIAMI, FL 33134
 312.347.3000
 COMPUTER
 CHECK
 1-770-347-3000
 10-23-04
 0315 12:00 PM



City of Miami BUILDING AND ZONING PERMIT FORM

PIN: 4-60

Permit No: 04-5025500 Permit Type: BUILDING Folio No: 01-3125-029-0220/0000 Date: 12/23/2004 Plan No: 04-001213

Owner/Lessee Name:
RAFAEL HERNANDEZContractor:
DEVON CONSTRUCTION INCQualifier's Name:
BENITEZ YSMAEL MCertification/Registration No:
TAC013322

Telephone:

Owner/Lessee Address:
2400 N MIAMI AVE
MIAMI
FLLegal Description:
25 53 41
DONMOORE VILLA AND PL
LOT 2
LOT SIZE 50.000 X
OR 20332-3052 0302 3Contractor's Address:
141 GRAND AVE
CORAL GABLES, FL. 331330000Phone No:
305-593-0988

Engineer:

Architect:

Job Address:
108 NW 27 ST

Unit/Local:

Prop. Building Type:

Prop. Group Occupancy:

Prop. Building Ht:

0

Primary Zone:

Job Description:

NEW CONSTRUCTION/SFR

APPROVED BY DATE
ELDG RC 12/23/04
ELDG LA 12/07/04
IF DPB 12/23/04
MAJR PMD 12/09/04
PLMB JT 12/09/04
PW SS 08/26/04
STRU MV 12/07/04
ZONE CAH 12/14/04

CONDITIONS OF APPROVAL

Threshold Inspector:

Job Name: 0329

Certificates Required:

☐ C.O. ☐ C.C. ☐ C.U.

Estimated Cost: \$78,000

MASTER PERMIT NO.

FEE DESCRIPTION	UNIT TYPE	UNITS	FEE
DCA SURCHARGE (NEW/FT)	FEET	1,200.0000	5.00
CERTIFICATE OF OCCUPANCY		1.0000	100.00
BLDG. CODE ADM. (NEW/FT)	FEET	1,200.0000	8.00
ENERGY CONSERVATION (NEW/FT)	FEET	1,200.0000	100.00
APPLICATION FEE		1.0000	35.00
NEW CONSTRUCTION/ADDITION	FEET	1,200.0000	180.00
ADMINISTRATIVE FEE		1.0000	0.00
SOLID WASTE SURCHARGE	DOLLARS	78.000.0000	156.00
DADE CO. CODES COMPL. (NEW/FT)	DOLLARS	78.000.0000	48.00
P/W. PLANS REVIEW FEES		1.0000	25.00
LANDSCAPE	TREE	2.0000	20.00
LANDSCAPE	SQ. FT.	4,170.0000	100.00
RE-REVIEW PLANS FEE/ELEV	DOLLARS	1.0000	50.00
LAND USE REVIEW/ZONING	SQ. FT.	6,500.0000	58.50
ZONING REVIEW FEE-ORD.11077		1.0000	100.00
TOTAL FEES			1,006.30
CHK NO. 1017			886.30
CHK NO. 505			120.00
CREDIT CARD			0.00
CASH			0.00
TOTAL PAID			1,006.30
TOTAL DUE			0.00

General Conditions:

1. Permit expires if construction is not begun within 180 days, or as required with applicable Codes.
2. Contact each section (building, electrical, mechanical, plumbing, elevator and zoning) for required inspections.
3. Approved plans and notice of commencement must be on the job with permit posted before inspections will be performed.
4. Reinspection fees will be charged if work is not approved or not ready when called for, or if approved plans are not on job site at time of inspections.
5. Obtain Certificates from department when required, before occupying completed building.

PLEASE NOTE: Failure to comply with mechanics lien law can result in the property owner paying twice for building improvements.

D 82/18 318 Rev. 7/01

Distribution: Original - Department Section File; Copy - Applicant's Copy

37

RAFAEL HERNANDEZ HOUSING & ECONOMIC DEVELOPMENT CORP.
EZ HOUSING ESCROW
 2400 N. MIAMI AVE.
 MIAMI, FL 33127

63-8655 43
 2660
 320014314
 DATE Dec. 16, 2004

1017

PAY TO THE ORDER OF City of Miami \$ 886 ³⁰/_{xx}

Eight Hundred Eighty-six and 30/xx DOLLARS

citibank
 CITIBANK, F.S.B. BR. #43
 1800 CORAL WAY
 MIAMI, FL 33145

MEMO per mtg for 108 NW 27th St.

⑆266086554⑆ 320014314 1017

TWO SIGNATURES REQUIRED

RAFAEL HERNANDEZ HOUSING & ECONOMIC DEVELOPMENT CORP.
EZ HOUSING ESCROW
 2400 N. MIAMI AVE.
 MIAMI, FL 33127

63-8655 43
 2660
 320014314
 DATE Dec. 16, 2004

1018

PAY TO THE ORDER OF City of Miami \$ 1030 ³⁰/_{xx}

One Thousand Thirty and 30/xx DOLLARS

citibank
 CITIBANK, F.S.B. BR. #43
 1800 CORAL WAY
 MIAMI, FL 33145

MEMO per mtg for 160 NW 27th St.

⑆266086554⑆ 320014314 1018

TWO SIGNATURES REQUIRED



CITY OF MIAMI PERMIT INSPECTION RECORDS

04-5025500 FOLIO: 01-2125-023-0229 / 0000

ADDRESS: 102 NW 27 ST

APPLICANT: DEVON CONSTRUCTION INC

JOB: 0329 NEW SFR RESIDENTIAL

NEW CONSTRUCTION/SFR

PURPOSE: NEW CONSTRUCTION OF SFR

CONTRACTOR: DEVON CONSTRUCTION INC

PER PERMITS REQUIRED: S P NA

ISSUED: 12/23/2004

PLAN: 04-0012135

TOTAL FEET: 1,200 S

EST COST: 78,000

MASTER BASE: 04-5025500

CERTIFICATES: CO

PROPOSED USE: 000 OCC: FIRE ZONE: 3A

NET: 04 WYNWOOD/EDGEWATER

INSPECTION DIVISION

- E - ELECTRICAL
- M - MECHANICAL
- P - PLUMBING
- S - STRUCTURAL
- Z - ZONING
- SW - SOLID WASTE
- PL - PLANNING
- PW - PUBLIC WORKS
- CE - CODE ENFORCEMENT
- F - FIRE
- L - LANDSCAPE
- SG - SIGN

*** DETACH THIS CARD AND DISPLAY PROMINENTLY ON THE FRONT OF
*** THE PREMISES THE ENTIRE TIME THAT THE WORK AUTHORIZED BY
*** THIS PERMIT IS IN PROGRESS

*** WARNING TO OWNER:
*** YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT
*** IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY.
*** IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER
*** OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

***** ONLINE ACCESS*****

For permit inspection history, inspection scheduling/canceling and/or re-inspection fee payment,
please visit the new Building Department website at <http://gov.ci.miami.fl.us/miamibuilding/>



CITY OF MIAMI
PERMIT INSPECTION RECORDS

PAGE: 1

NO. 5522 P. 1
Nov. 29 2005 04:06PM P3

NET: 04 VYHROD/EDGENTER
INSPECTION DIVISION

ISSUED: 12/23/2004
PLAN: 04-0012135

04-5025500 FILED: 01-3125-029-0220 / 0000
PIN: 4065 ADDRESS: 108 NW 27 ST
APPLICANT: DEVON CONSTRUCTION INC
JOB: 0329 NEW SFR RESIDENTIAL
NEW CONSTRUCTION/SFR
PURPOSE: NEW CONSTRUCTION OF SFR
CONTRACTOR: DEVON CONSTRUCTION INC
PER PERMITS REQUIRED: E P NA

TOTAL FEET: 1,200 S
EST COST: 78,000
MASTER BASE: 04-5025500
CERTIFICATES: CO
PROPOSED USE: 000 OCC: FIRE ZONE: 3A

- E - ELECTRICAL
- M - MECHANICAL
- P - PLUMBING
- S - STRUCTURAL
- Z - ZONING
- SW - SOLID WASTE
- PL - PLANNING
- PW - PUBLIC WORKS
- CE - CODE ENFORCEMENT
- F - FIRE
- L - LANDSCAPE
- SG - SIGN

NOV. 29. 2005 3:59PM MD EMPOWERMENT TRUST
FAX NO. :3055767899

INSPECTION CODE	TYPE	REQ	SEQ	APPROVAL	INSPECTOR	DATE	COMMENTS
700	INSPECTION	YES					
029	INSPECTION	YES					
117	CERT	OPT					
032	INSPECTION	OPT					
011	INSPECTION	YES					
415	INSPECTION	OPT					
010	INSPECTION	YES					
103	CERT	OPT					
030	INSPECTION	YES					
031	INSPECTION	YES					
200	INSPECTION	OPT					
402	INSPECTION	YES					
002	INSPECTION	OPT					
007	BOUGH						



CITY OF MIAMI PERMIT INSPECTION RECORDS

NO. 5522 P. 8

Nov. 29 2005 04:07PM P4

MD EMPOWERMENT TRUST
FAX NO. : 3055767899

DADE BUSINESS SYSTEMS, INC.

NOV. 29. 2005 4:00PM
FROM : RHED Corp

PERMIT: 8 04-5025500
PIR: 4066

FOLIO: 01-3125-029-0220 / 0000
ADDRESS: 108 NW 27 ST
APPLICANT: DEVON CONSTRUCTION INC
JOB: 0329 NEW SFR RESIDENTIAL
NEW CONSTRUCTION/SFR

ISSUED: 12/23/2004
PLAN: 04-0012185
TOTAL FEET: 1,200 S
EST COST: 78,000

NET: 04 WYHOOB/EDGERA
INSPECTION

INSF DIV	INSF CODE	TYPE	REQ	SEQ	APPROVAL	INSPECTOR	DATE	COMMENTS
B	100	CERT	YES					
B	412	INSF	YES					
B	419	INSF	YES					
B	444	INSF	YES					
B	405	INSF	YES					
B	105	CERT	YES					
B	416	INSF	YES					
P	002	INSF	YES					
P	503	INSF	YES					
MA	004	INSF	YES					
B	417	INSF	YES					
B	421	INSF	YES					
B	106	CERT	OPT					
B	107	CERT	OPT					
B	108	CERT	OPT					
B	002	INSF	YES					
B	411	INSF	YES					

E - ELECTRICAL
M - MECHANICAL
P - PLUMBING
S - STRUCTURAL
Z - ZONING
SW - SOLID WASTE
PL - PLANNING
PW - PUBLIC-WORK
CE - CODE ENFC
F - FIRE
L - LANDSCAPE
SG - SIGN



CITY OF MIAMI
PERMIT INSPECTION RECORDS

PLATE:-

42

04-5025500 FOLIO: 01-3125-029-0220 / 0000
P.R.N: 4066 ADDRESS: 106 HW 27 ST

FOLIO: 01-3125-029-0220 / 0000
 ADDRESS: 108 NW 27 ST
 APPLICANT: DEVON CONSTRUCTION INC
 JOB: 0329 NEW STR RESIDENTIAL
 NEW CONSTRUCTION/STR

ISSUED: 12/23/2004
PLAN: 04-0012135
TOTAL FEET: 1,200 S
EST COST: 78,000

SET: 04 WYTHOOD/EDISEA2789

INSPECTION DIVISION

E	- ELECTRICAL
M	- MECHANICAL
P	- PLUMBING
S	- STRUCTURAL
2	- ZONING
SW	- SOLID WASTE
PL	- PLANNING
PW	- PUB. C. WORKS
CE	- CODE ENFORCEMENT
F	- FIRE
L	- LANDSCAPE
SG	- SIGN

[illegible]



CITY OF MIAMI PERMIT INSPECTION RECORDS

43

NOV. 29, 2005 4:01PM

MD EMPOWERMENT TRUST

FROM : RHHD Corp

FAX NO. : 3055767899

Nov. 29 2005 04:07PM P6

DADE BUSINESS SYSTEMS, INC.

PERMIT: B 04-5025500
FILE: 4066
POLIO: 01-3125-023-0220 / 0000
ADDRESS: 108 NW 27 ST
APPLICANT: DEVON CONSTRUCTION INC
JOB: 0325 NW SFR RESIDENTIAL
NEW CONSTRUCTION/SFR
ISSUED: 12/23/2004
PLAN: 04-0012135

TOTAL FEET: 1,200 S
EST COST: 78,000

NET: 04 FVNB000/EDGER

INSPECTION

- E - ELECTRICAL
- M - MECHANICAL
- P - PLUMBING
- S - STRUCTURAL
- Z - ZONING
- SW - SOLID WASTE
- PL - PLANNING
- PA - PUBLIC WORK
- CE - CODE ENFC
- F - FIRE
- L - LANDSCAPE
- SG - SIGN

INSPECTION	DIV	INSPECTION	TYPE	REQ	SEQ	APPROVAL	INSPECTOR	DATE	COMMENTS
HA	009	INSPECTION	OPT	CHIEF INSPECTION					
E	001	INSPECTION	YES	FINAL					
HA	001	INSPECTION	YES	FINAL					
ME	001	INSPECTION	OPT	FINAL					
MB	001	INSPECTION	OPT	FINAL					
PG	001	INSPECTION	OPT	FINAL					
FW	001	INSPECTION	YES	FINAL					
F	001	INSPECTION	YES	FINAL					
B	001	INSPECTION	YES	FINAL					
Z	001	INSPECTION	YES	FINAL					
B	005	INSPECTION	OPT	FIELD CHECK					
E	005	INSPECTION	OPT	FIELD CHECK					
P	005	INSPECTION	OPT	FIELD CHECK					
FW	005	INSPECTION	OPT	FIELD CHECK					
MB	003	INSPECTION	OPT	TEMP C.O.					
MB	005	INSPECTION	OPT	FIELD CHECK					
F	001	INSPECTION	OPT	FINAL					



CITY OF MIAMI PERMIT INSPECTION RECORDS

PAGE: 5

04-5025500
FIR: 4066
FCLIO: 01-3125-023-0220 / 0000
ADDRESS: 108 NW 27 ST
APPLICANT: DEVON CONSTRUCTION INC
JOB: 0323 NEW SFR RESIDENTIAL
NEW CONSTRUCTION/SFR

ISSUED: 12/23/2004
PLAF: 04-0012135

TOTAL FEET: 1,200 S
EST COST: 78,000

NET: 04 HYH000/EDGETA11H

INSPECTION DIVISION

RESP CODE	TYPE	REQ	SEQ	APPROVAL	INSPECTOR	DATE	COMMENTS
011	CERT	YES					
012	CERT	YES					

E - ELECTRICAL
 M - MECHANICAL
 P - PLUMBING
 S - STRUCTURAL
 Z - ZONING
 SW - SOLID WASTE
 PL - PLANNING
 BW - PUBLIC WORKS
 CE - CODE ENFORCEMENT
 F - FIRE
 L - LANDSCAPE
 SG - SIGN



CITY OF MIAMI
PERMIT INSPECTION RECORDS

PERMIT: H 04-5025502 FOLIO: 01-3125-023-0260 / 0000

ADDRES: 160 HR 27 ST

APPLICANT: DEFOR CONSTRUCTION INC

JOE: 0329 MEM SER. REE: UH87J&K

THE CONSTRUCTION/SPR

PURPOSE: AER SET

CONTRACTOR: DEVON CONSTRUCTION INC

OTHER PERMITS REQUIRED: E P GA

五、

ISSUED: 12/23/2004
PLAN: 04-0012136

TOTAL FEET: 1,200 S

EST COST: 20,400

MASTER BASE: 04-505502

CERTIFICATES: CO

PROPOSED USE: 000 0000:

FIRE ZONE: 3A

NET: 04 KYNWOOD/EDGEMASTER

INSPECTION DIVISION

- E - ELECTRICAL
- M - MECHANICAL
- P - PLUMBING
- S - STRUCTURAL
- Z - ZONING
- SW - SOLID WASTE
- PL - PLANNING
- PW - PUBLIC WORKS
- CE - CODE ENFORCEMENT
- F - FIRE
- L - LANDSCAPE
- SG - SIGN

BULLING PERMIT

DETACH THIS CARD AND DISPLAY PROMINENTLY ON THE FRONT OF THE PREMISES THE ENTIRE TIME THAT THE WORK AUTHORIZED BY THIS PERMIT IS IN PROGRESS.

EATING TO ORDER:

YOUR FAILURE TO RECEIVE A NOTICE OF COMMENCEMENT MAY RESULT
IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY.
IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER
OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

For permit inspection history, inspection scheduling and/or re-inspection fee payment, please visit the new Building Department website at <http://eqw.ci.miamia.fl.us/miamibuilding/>

FIGURE 1

NET; 04 RYHODD/EDSHEATER
INSPECTION DIVISION

- ELECTRICAL
- MECHANICAL
- PLUMBING

4. SOLID WASTE

PW - PUBLIC WORKS

- E - ELECTRICAL
- M - MECHANICAL
- P - PLUMBING
- S - STRUCTURAL
- Z - ZONING
- SW - SOLID WASTE
- PL - PLANNING
- PW - PUBLIC WORKS
- CE - CODE ENFORCEMENT
- F - FIRE
- L - LANDSCAPE
- SG - SIGN

NOV. 29, 2005 4:02PM		MD EMPOWERMENT TRUST	
700	INSP YES SETBACK (L&G)		
029	INSP YES FOUNDED, GROUNDIR		
17	CERT OPT PILING CERT		
02	INSP OPT UNDERGROUND		
11	INSP YES NOT. OF CORRESC		
10	INSP OPT GRADE BEAM		
10	INSP YES UNDERGR. PIPING		
103	CERT OPT SOIL COMPACT		
130	INSP YES FOUNDATION		
031	INSP YES GROUND ROUGH		
200	INSP OPT SLAB		
402	INSP YES CONC. SLAB		
002	INSP OPT ROUGH		
002	INSP OPT ROUGH		



CITY OF MIAMI PERMIT INSPECTION RECORDS

PAGE:

NO. 5522 P. 14

NOV. 29. 2003 4:02PM

WID. EMPOWERMENT TRUST
DADE BUSINESS SYSTEMS, INC.

PERMIT: B 04-5025502 FOLIO: 01-3125-028-0260 / 0000

PIR: 1630 ADDRESS: 160 NW 27 ST

APPLICANT: DEVON CONSTRUCTION INC

JOB: 0329 NEW SFR RESIDENTIAL

NEW CONSTRUCTION/SFR

LOT #8

ISSUED: 12/23/2004
PLAN: 04-0012135

TOTAL FEET: 1,200 S
EST COST: 50,000

NET: 04 VEHICOD/EDGEWATER

INSPECTION DIV

IRSP	IRSP	TYPE	REQ	SEQ	APPROVAL	INSPECTOR	DATE	COMMENTS
DIR	CODE							
B	100	CERT	YES					
B	412	IRSP	YES					
B	419	IRSP	YES					
B	444	IRSP	YES					
B	405	IRSP	YES					
B	105	CERT	YES					
B	416	IRSP	YES					
P	002	IRSP	YES					
P	503	IRSP	YES					
MA	004	IRSP	YES					
R	417	IRSP	YES					
B	421	IRSP	YES					
B	106	CERT	OPT					
R	107	CERT	OPT					
B	108	CERT	OPT					
E	002	IRSP	YES					
B	411	IRSP	YES					

- INSPECTION DIV
- E - ELECTRICAL
 - M - MECHANICAL
 - P - PLUMBING
 - S - STRUCTURAL
 - Z - ZONING
 - SW - SOLID WASTE
 - PL - PLANNING
 - PW - PUBLIC WORKS
 - CE - CODE ENFORCEMENT
 - F - FIRE
 - L - LANDSCAPE
 - SG - SIGN



CITY OF MIAMI
PERMIT INSPECTION RECORDS

PAGE: 3

NO. 5522 P. 15

4-5075502
1111: 1630
FOLIO: 01-3125-029-0260 / 0000
ADDRESS: 160 NW 27 ST
APPLICANT: DEVON CONSTRUCTION INC
JOB: 0323 NEW SR RESIDENTIAL
NEW CONSTRUCTION/SR

ISSUED: 12/23/2004
PLAN: 04-0012136
NET: 04 RYHOD/EDGEWATER
INSPECTION DIVISION

LOT #8
TOTAL FEET: 1,200 S
EST COST: 90,000

1100
CD TYPE HD SZD APPROVAL INSPECTOR DATE COMMENTS

110 CEST YES FIRE PENETRATH
428 INSP YES DRYHALL/SCREEN
504 INSP YES SEWER
509 INSP YES WATER SERVICE
202 INSP OPT WORK WITH
008 INSP OPT CHIEF INSP.
008 INSP OPT CHIEF INSP.
008 INSP OPT CHIEF INSP.
008 INSP OPT CHIEF INSP.
009 INSP OPT CHIEF INSP.EXT.
009 INSP OPT CHIEF INSP.EXT.
003 INSP OPT TEMP C.O.
003 INSP OPT TEMP C.O.
003 INSP OPT CHIEF INSP.EXT.
003 INSP OPT TEMP C.O.
003 INSP OPT TEMP C.O.

E - ELECTRICAL
M - MECHANICAL
P - PLUMBING
S - STRUCTURAL
Z - ZONING
SW - SOLID WASTE
PL - PLANNING
PWL - PUBLIC WORKS
CE - CODE ENFORCEMENT
F - FIRE
L - LANDSCAPE
SG - SIGN



CITY OF MIAMI PERMIT INSPECTION RECORDS

NO. 5522 P. 16

PERMIT: B 04-5025502
PIB: 1630

FILED: 01-3125-029-0260 / 0000
ADDRESS: 160 NW 27 ST
ISSUED: 12/23/2004
PLAN: 04-0012136

NET: 04 MYHROD/EDGETTER
INSPECTION DN

APPLICANT: DEVON CONSTRUCTION INC
JOB: 0329 NEW SER RESIDENTIAL
NEW CONSTRUCTION/SFR

LOT #9
TOTAL FEET: 1,200 S
EST COST: 90,000

INSF	INSF	TYPE	REQ	SEQ	APPROVAL	INSPECTOR	DATE	COMMENTS
PIV	CODE							
MA	009	INSF	OPT	CHIEF	INSF.EXT.			
E	001	INSF	YES	FINAL				
MA	001	INSF	YES	FINAL				
MA	001	INSF	OPT	FINAL				
PG	001	INSF	OPT	FINAL				
PT	001	INSF	YES	FINAL				
P	001	INSF	YES	FINAL				
B	001	INSF	YES	FINAL				
Z	001	INSF	YES	FINAL				
B	005	INSF	OPT	FIELD CHECK				
E	005	INSF	OPT	FIELD CHECK				
P	005	INSF	OPT	FIELD CHECK				
FW	005	INSF	OPT	FIELD CHECK				
MA	003	INSF	OPT	TEMP C.O.				
MA	005	INSF	OPT	FIELD CHECK				
P	001	INSF	OPT	FINAL				

- E - ELECTRICAL
- M - MECHANICAL
- P - PLUMBING
- S - STRUCTURAL
- Z - ZONING
- SW - SOLID WASTE
- PL - PLANNING
- PW - PUBLIC WORKS
- CE - CODE ENFORCEMENT
- F - FIRE
- L - LANDSCAPE
- SG - SIGN

ATTACHMENT D

My Home

Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Aerial Photography - AirPhoto USA 2004

0 110 ft

This map was created on 2/10/2006 11:13:03 AM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.



Close

Summary Details:

Folio No.:	01-3125-029-0260
Property:	160 NW 27 ST
Mailing Address:	MIAMI-DADE COUNTY OCED 140 W FLAGLER ST STE 1000 MIAMI FL 33130-1561

Property Information:

Primary Zone:	3900 MULTI-FAMILY, MEDIUM DENSITY RESIDENTIAL
CLUC:	0080 VACANT LAND-GOVERNMENTAL
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	5,250 SQ FT
Year Built:	0
Legal Description:	DONMOORE VILLA AMD PL PB 6-7 LOT 8 BLK 2 LOT SIZE 50.000 X 105 OR 19276-4592 0900 3

Sale Information:

Sale O/R:	112961903
Sale Date:	11/1981
Sale Amount:	\$41,667

Assessment Information:

Year:	2005	2004
Land Value:	\$62,475	\$22,050
Building Value:	\$0	\$0
Market Value:	\$62,475	\$22,050
Assessed Value:	\$62,475	\$22,050
Total Exemptions:	\$62,475	\$22,050
Taxable Value:	\$0	\$0

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MIAMI-DADE

Property Information Map



Aerial Photography - AirPhoto USA 2004

0 110 ft

This map was created on 2/10/2006 11:15:20 AM for reference purposes only.

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Close

Summary Details:

Folio No.:	01-3125-029-0220
Property:	108 NW 27 ST
Mailing Address:	MIAMI-DADE COUNTY OCED 140 W FLAGLER ST STE 1000 MIAMI FL 33130-1561

Property Information:

Primary Zone:	3900 MULTI-FAMILY, MEDIUM DENSITY RESIDENTIAL
CLUC:	0080 VACANT LAND-GOVERNMENTAL
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	5,250 SQ FT
Year Built:	0
Legal Description:	25 53 41 DONMOORE VILLA AMD PL PB 6-7 LOT 2 BLK 2 LOT SIZE 50,000 X 105 OR 20332-3852 0302 3

Sale Information:

Sale O/R:	128862630
Sale Date:	11/1985
Sale Amount:	\$70,000

Assessment Information:

Year:	2005	2004
Land Value:	\$62,475	\$22,050
Building Value:	\$0	\$0
Market Value:	\$62,475	\$22,050
Assessed Value:	\$62,475	\$22,050
Total Exemptions:	\$62,475	\$22,050
Taxable Value:	\$0	\$0

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